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August 16, 2016

BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Curt Spalding, Regional Administrator
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
Cert. Mail # 7015 1730 0002 2513 8665

RECEIVED
AUG 18 2016
OFFICE OF THE REGIONAL ADMINISTRATOR

Dear Administrator Spalding:

Please find enclosed a copy of the proposed consent decree filed by the parties on August 16, 2016 in Environment America, Inc. v. Highway Safety Corp., No. 3:16-cv-00066-JAM (D. Conn. filed Jan. 14, 2016). This action was filed under Section 505 of the Clean Water Act, 33 U.S.C. § 1365. Plaintiffs have notified the court of the 45-day statutory waiting period.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Budris".

Kevin Budris
National Environmental Law Center
294 Washington St., Suite 500
Boston, Massachusetts 02108
(617) 747-4304
*Attorney for Environment America,
Inc. d/b/a Environment Connecticut
and Toxics Action Center, Inc.*

Enclosure

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

ENVIRONMENT AMERICA, INC.)	
d/b/a ENVIRONMENT)	
CONNECTICUT, and TOXICS)	
ACTION CENTER, INC.,)	Civil Action No.: 3:16-cv-00066
)	
Plaintiffs,)	
)	
vs.)	
)	
HIGHWAY SAFETY CORP.,)	
HIGHWAY SAFETY DESIGN AND)	
FABRICATION CORP., and)	
CONNECTICUT GALVANIZING)	
CORP.,)	
)	
Defendants.)	

CONSENT DECREE AND ORDER

Upon consideration of the Motion for Entry of Consent Decree and Order filed by the parties, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. BACKGROUND

1. Environment America, Inc. d/b/a Environment Connecticut (“Environment Connecticut”) and Toxics Action Center (“Toxics Action”) (collectively, “Plaintiffs”), brought suit against Highway Safety Corp., Highway Safety Design and Fabrication Corp., and Connecticut Galvanizing Corp. (collectively, “Defendants”) under the federal Clean Water Act, 33 U.S.C. § 1251, *et seq.* (“CWA”) for alleged violations of the CWA

at Defendants' metal fabrication and galvanizing facility at 239 Commerce Street in Glastonbury, Connecticut ("the Facility").

2. The parties attest and the Court, by entering this Consent Decree and Order (the "Consent Decree"), finds that this Consent Decree has been negotiated by all the parties in good faith; settlement will avoid continued litigation between the parties; settlement of this matter is in the public interest and in accordance with the CWA; and entry of this Consent Decree is fair and reasonable.

3. On the date this Consent Decree is filed with the Court, Plaintiffs shall concurrently serve a copy of this Consent Decree on the United States Environmental Protection Agency ("EPA"), the Regional Administrator of EPA Region I and the United States Department of Justice, consistent with the requirements of 33 U.S.C. § 1365(c)(3) and 40 C.F.R. § 135.5.

II. JURISDICTION AND VENUE

4. Plaintiffs' Complaint states a claim upon which relief can be granted under 33 U.S.C. § 1365. This Court has jurisdiction over the parties and subject matter of this Decree pursuant to 28 U.S.C. § 1331 and 33 U.S.C. § 1365. Venue is proper in this Court pursuant to 33 U.S.C. § 1365(c) and 28 U.S.C. §§ 1391(b) and (c).

III. APPLICABILITY

5. The provisions of this Consent Decree shall apply to and be binding upon the parties and their respective officers, employees, successors, and assigns.

6. The duties and obligations under this Consent Decree shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Facility or any part thereof.

7. If, during the pendency of this Consent Decree, the Defendants (or any one of them) cease to operate the Facility, Defendants shall serve a copy of this Consent Decree upon the successor operator at least thirty (30) days prior to the contemplated transfer of operations and shall contemporaneously inform the Plaintiffs of such transfer. In the event of a transfer of operations, the parties shall petition the Court to modify the Consent Decree to substitute the successor operator for Defendants (or any one of them) as a party hereto, as agreed to by Plaintiffs and the owners of the Facility.

8. Definitions. For the purposes of this Consent Decree, the following terms shall have the following meanings:

a. “The Permit”: NPDES Permit No. CT0030449 issued by the Connecticut Department of Energy and Environmental Protection (“DEEP”) on September 30, 2011 to “Connecticut Galvanizing, Div. Highway Safety Corp.” (“CT Galvanizing”) pursuant to the National Pollutant Discharge Elimination System (“NPDES”) permitting program of the CWA, 33 U.S.C. § 1342, and any and all subsequent amendments, modifications, renewals or reissuances thereof.

b. “Numeric Effluent Limitations”: “Instantaneous Monitoring” limitations on concentrations of zinc, lead, copper, total suspended solids (“TSS”), and oil and grease (“O&G”), and required ranges for LC50 aquatic toxicity, in the Facility’s stormwater discharges, as set forth in the Permit, or as set forth in any effluent limitations imposed on Defendants’ stormwater by the Town of Glastonbury’s publicly owned treatment works (“POTW”).

c. “Stormwater Collection and Treatment System or System”: the proposed stormwater collection and treatment system whose conceptual design

was presented to DEEP by Defendants on March 24, 2016, or an equivalent system that is designed to collect and treat stormwater from the Facility to the degree necessary to ensure compliance with the Numeric Effluent Limitations.

IV. PERFORMANCE OBLIGATIONS

DISCHARGE MONITORING

9. Defendants shall comply with all monitoring and reporting requirements set forth in the Permit and the regulations of DEEP and EPA.

COMPLIANCE MEASURES

10. Defendants shall implement compliance measures at the Facility as described below in Paragraphs 11 - 14 of this Consent Decree.

11. STORMWATER COLLECTION AND TREATMENT SYSTEM

a. No later than August 15, 2016, Defendants shall submit to DEEP and to the Town of Glastonbury, for their review and approval, administratively complete sets of plans and specifications for a Stormwater Collection and Treatment System. This submission shall include two alternative sets of plans and specifications: one in which stormwater is discharged to Salmon Brook and/or Hubbard Brook; and one in which stormwater is discharged to the Town of Glastonbury sewer system. This submission shall also include a closure plan for the decommissioning and clean-up of the System and financial assurance to support the closure plan, as detailed in DEEP's June 2, 2016, letter to CT Galvanizing. Defendants shall provide to Plaintiffs a copy of the administratively complete submissions to DEEP and the Town of Glastonbury.

b. No later than two-hundred and seventy (270) days after receipt of all required approvals and permits from DEEP and the Town of Glastonbury, Defendants shall complete installation and commence operation of the Stormwater Collection and Treatment System.

12. OPERATIONS AND MAINTENANCE – PHASE ONE: Within thirty (30) days of the Court's entry of this Consent Decree, defendants shall prepare and implement an operations and maintenance management plan that will assure improved maintenance at the Facility. The management plan will define accountability and authority for improved maintenance, resource allocation, training, reporting and recordkeeping and a inspections. The plan shall include, among other things, the following measures;

a. Improved yard sweeping to improve the removal of zinc spatter, particles, grindings, and dust and other debris around the site.

b. Defendants shall improve sweeping of the floor of the Galvanizing Building and the Grinding Shed to reduce transport of zinc spatter, particles, grindings, and dust from these areas to outdoor areas of the Facilities via foot, vehicular, and equipment traffic.

c. Defendants shall install an industrial fan or blower system to assist in drying all parts, materials, and equipment before immersion in molten zinc to reduce the occurrence of zinc spatter during the galvanizing process.

d. Defendants shall remove loose zinc spatter and other debris from racks and other equipment used in the galvanizing process before moving the equipment from the galvanizing unloading area.

e. Defendants shall remove skimmings from the molten zinc tank using methods and/or equipment that minimize spillage. Any outdoor storage of zinc skimmings shall be in covered, sealed containers to prevent the exposure of zinc skimmings to stormwater.

f. Defendants shall restrict grinding operations to the Grinding Shed to the extent possible. In the event that material is ground outside of the Grinding Shed, Defendants will sweep the areas during and after grinding operations.

g. Defendants shall clean all catchment basins and shall remove accumulated solids at the Facility on a monthly basis.

h. Defendants shall install “spill boxes” containing materials needed for spill response at appropriate areas around the Facility. Defendants shall promptly clean oil and lubricant spills throughout the outdoor portions of the Facility.

i. Defendants shall install oil absorbent pads or similar equipment in all catchment basin drains, and shall replace them as needed.

j. Defendants shall install debris filters, or “coco mats,” at all catchment basin drains, and shall replace them as needed.

k. Defendants shall perform an evaluation of operations at the Facility to identify opportunities for the reduction of sources of stormwater pollution ~~other than those~~ listed above in Paragraphs 12a through 12j and shall submit this evaluation to DEEP and Plaintiffs. The evaluation must include: (1) a detailed description of each source of stormwater pollution, including the location of the source, the process or mode by which the source is exposed to stormwater,

and the specific pollutants that the source likely contributes to stormwater at the Facility; and (2) measures by which each source or the exposure of each source to stormwater can be reduced.

l. Defendants shall create and implement a training program for applicable employees that will provide instruction on each of the items listed above in Paragraphs 12a – 12j and any additional pollution control measures identified in accordance with Paragraph 12k.

13. OPERATIONS AND MAINTENANCE – PHASE TWO: Within sixty (60) days of the Court's entry of this Consent Decree, Defendants shall fully implement each of the following compliance measures at the Facility:

a. Defendants shall install grating at the truck exit from the Facility to reduce transport of zinc spatter, particles, grindings, and dust from the Facility.

b. Defendants shall apply a sealant to the grinding shed which would facilitate sweeping.

c. Defendants shall implement compliance measures to reduce the sources of stormwater pollution identified in the evaluation submitted to DEEP and Plaintiffs pursuant to Paragraph 12k above.

14. Intentionally Omitted.

REPORTING

15. Defendants shall provide Plaintiffs with the following:

a. No later than ten (10) business days after the end of each calendar quarter, Defendants shall provide Plaintiffs with written, quarterly progress reports that contain the following information: (i) the date each completed

compliance measure set out Paragraphs 11 – 14 above was completed or implemented; and (ii) certificates of compliance that track Defendants' compliance with daily, weekly, and monthly operation and maintenance requirements, including, but not limited to, those set out in Paragraphs 12 and 13 above. A copy of such certificate of compliance is attached as Exhibit A.

b. Defendants shall send Plaintiffs their monthly Discharge Monitoring Reports and any associated data or correspondence, at the same time they are submitted to DEEP.

COMPLIANCE WITH NUMERIC EFFLUENT LIMITATIONS

16. Beginning two-hundred and seventy (270) days after receipt of all required approvals and permits from DEEP and the Town of Glastonbury for the Stormwater Collection and Treatment System, or beginning June 30, 2017, whichever date comes first, Defendants shall achieve and shall thereafter maintain compliance with (i) all effluent limitations for zinc, lead, copper, TSS, O&G, and aquatic toxicity, provided the NPDES permit requires monitoring for such substance, at all outfalls identified in any NPDES permit issued to the Facility, and/or (ii) all effluent limitations imposed on Defendants' discharge of stormwater to the Glastonbury POTW.

V. PENALTIES

17. Within thirty (30) days after the entry of this Consent Decree, Defendants shall pay to the U.S. Treasury a civil penalty of \$40,000 to settle any and all violations of the CWA alleged by Plaintiffs in this action that occurred on or before the filing of the Complaint through the date this Consent Decree is entered.

18. In the event that Defendants fail to comply with their obligations under Paragraph 16 of this Consent Decree, Defendants shall pay a stipulated penalty of \$2,500 for each violation of a Numeric Effluent Limitation for each parameter at each Outfall reported on the Defendants' monthly Discharge Monitoring Reports, or for each violation of an effluent limitation imposed by the Glastonbury POTW. Notwithstanding the preceding sentence, for violations (other than a violation of a whole effluent toxicity limit) for which the reported pollutant concentration is not greater than one-hundred thirty-three percent (133%) of the applicable Numeric Effluent Limitation or an effluent limitation imposed by the Glastonbury POTW, Defendants shall pay a stipulated penalty of \$250. This \$250 penalty is applicable only to the first three such violations; thereafter, all violations are subject to a stipulated penalty of \$2,500.

19. Except as provided in Paragraph 33, in the event that Defendants fail to comply with the schedule for the completion or implementation of compliance measures set forth in Paragraphs 10 – 13 of this Consent Decree, Defendants shall pay a stipulated penalty of \$750 for each day following the required implementation date that a required compliance measure has not been completed or implemented at the Facility.

20. Stipulated penalty payments shall be payable monthly, on or before the fifteenth of each month succeeding the month of the violation, and shall be payable to the Farmington River Watershed Association. Defendants shall notify Plaintiffs in writing of any payment of a stipulated penalty.

21. Payments made under Paragraphs 18 or 19 do not preclude Plaintiffs from pursuing enforcement of any of the terms of this Consent Decree by the Court.

22. Stipulated penalties shall be due automatically and without notice.

VI. PAYMENT

23. Defendants shall make an additional payment of \$148,322 in settlement of the alleged violations that are the subject of this suit, as set forth in this Paragraph.

Within thirty (30) days of the Court's entry of this Consent Decree, Defendants shall make a payment of \$148,322 to the Farmington River Watershed Association ("FRWA").

24. FRWA is a 501(c)(3) tax-exempt entity. Payments to FRWA shall be made to "Farmington River Watershed Association," 749 Hopmeadow Street, Simsbury, CT 06070. FRWA shall agree, as a condition of receiving any funds pursuant to Paragraphs 20 and 23 of this Consent Decree: (i) to use any money it receives under this Consent Decree solely for the development and implementation of stormwater pollution reduction measures in the watersheds of Morgan Brook, the Pequabuck River, the Still River, and other tributaries of the Farmington River and the Connecticut River, with the goal of promoting restoration, preservation, protection, or other beneficial impacts on water quality in the Connecticut River watershed; and (ii) not to use any money received under this Consent Decree for political lobbying activities.

25. Payments made under Paragraphs 17, 18, 19, or 23 of this Consent Decree shall not be tax deductible by Defendants. Any public statement made by Defendants in any press release, in any oral or written material promoting Defendants' environmental or charitable practices or record, or in Defendants' Annual Reports, that makes reference to Defendants' payments to the organization described in Paragraph 24 shall include the following language: "Payments to this organization were made pursuant to the settlement of a Clean Water Act enforcement suit brought by Environment Connecticut and Toxics Action Center."

VII. COSTS OF LITIGATION

26. Consistent with 33 U.S.C. § 1365(d), within thirty (30) days of the Court's entry of this Consent Decree, Defendants shall pay the amount of \$180,000 in full and complete satisfaction of Defendants' obligation to reimburse the Plaintiffs' reasonable costs of litigation in this action (including reasonable attorney and expert witness fees) to Plaintiffs' counsel by company check payable to the National Environmental Law Center; provided, that in any legal action by Plaintiffs to enforce this Consent Decree in which Plaintiffs ultimately prevail or substantially prevail, the Court, in issuing any final order, may award costs of litigation for such prevailing claims (including reasonable attorney and expert witness fees) in the manner provided for in 33 U.S.C. § 1365(d).

VIII. ENFORCEMENT

27. The Court shall retain jurisdiction of this case until the termination of the Consent Decree to enforce the terms and conditions of the Consent Decree, to modify the Consent Decree, and to resolve any disputes arising hereunder. In the event Defendants fail to comply with any provision of this Consent Decree, the Plaintiffs may seek to enforce this Consent Decree by motion in this case.

IX. GENERAL PROVISIONS

28. The provisions of this Consent Decree shall be severable, and should any provision hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

29. Defendants shall not assert any claim of confidentiality for any documents or information provided to Plaintiffs pursuant to this Consent Decree. Notification to a party shall be deemed submitted on the date it is postmarked. All correspondences

concerning this Consent Decree and all documents that are submitted pursuant to this

Consent Decree shall be addressed as follows:

As to the Plaintiffs:

Kevin Budris
National Environmental Law Center
294 Washington Street, Suite 500
Boston, MA 02108
Telephone: (617) 747-4304

As to Defendants:

Frank Luszc
239 Commerce St
P.O. Box 358
Glastonbury, CT 06033
Telephone: (860) 544-4929
With a copy to:

Patricia L. Boye-Williams
Murtha Cullina LLP
185 Asylum Street
Hartford, CT 06103
Telephone: (860) 240-6168

30. No changes, additions, modification, or amendments of this Consent Decree shall be effective unless they are set out in writing and agreed to by all parties to the Consent Decree and approved by the Court.

31. The effective date of this Consent Decree shall be the date of its entry.

X. FORCE MAJEURE

32. "Force Majeure" for the purposes of this Consent Decree is defined as an event arising from causes beyond the control of Defendants or the control of any entity controlled by Defendants, including their consultants and contractors, which could not have been foreseen and prevented by the exercise of all reasonable diligence, which delays or prevents the installation or commencement of operation of the Stormwater

Collection and Treatment System by the dates specified in Paragraphs 11b and 16. An increase in costs, changed financial circumstances, or Defendants' economic inability to comply are not Force Majeure events.

33. If any event occurs that causes or may cause delay in the installation or commencement of operation of the Stormwater Collection and Treatment System, Defendants shall notify Plaintiffs within ten (10) working days of the date on which Defendants became aware of the potential delay. Upon notification, Plaintiffs shall have the right to request all necessary documentation explaining the potential delay. If requested, Defendants shall have ten (10) working days from the date of the request to provide the documentation. If Defendants request an extension of the deadlines specified in Paragraphs 11b and 16, Plaintiffs shall have the right to grant all or part of the extension requested. If the parties cannot reach agreement, Defendants shall have the right to apply to the Court for an extension of time, but shall have the burden of proving to the Court that refusal by Plaintiffs to grant the requested extension was unreasonable based on the information then available to Plaintiffs. In no event will Defendants be required to pay stipulated penalties during the time between the date which Plaintiffs receive such a request from Defendants and the date which a final decision is issued regarding such request. If the final decision denies Defendants' request for an extension, Defendants shall pay all stipulated penalties that were deferred during the pendency of the request.

XI. TERMINATION

34. This Consent Decree shall expire once Defendants have demonstrated compliance, through their Discharge Monitoring Report submissions or through documentation submitted to the Glastonbury POTW, with all Numeric Effluent Limitations identified in Paragraph 16 for six (6) consecutive quarters.

35. Defendants shall file a motion with the Court certifying that full compliance for six (6) consecutive quarters has been achieved and seeking termination of this Consent Decree. If Plaintiffs object to such certification, the matter shall be submitted to the Court for resolution.

XII. CONSENT TO ENTRY OF CONSENT DECREE

36. Each of the parties consents to the entry of this Consent Decree, subject to the Court's approval of this Consent Decree. The undersigned representatives of each party certify that they are fully authorized by the party to enter into the terms and conditions of this Consent Decree and to execute and legally bind the represented parties to it. This Consent Decree can be signed in counterparts.


Judgment is hereby entered in accordance with this Consent Decree and Order this ____ day of _____, 2016.

For Environment Connecticut:

By:

Chris Phelps
State Director

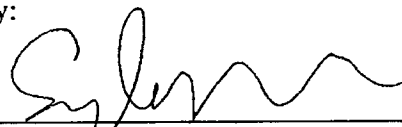
For Environment Connecticut and
Toxics Action Center:



Kevin P. Budris, Esq.
National Environmental Law Center
*Counsel for Environment Connecticut
and Toxics Action Center*

For Toxics Action Center:

By:



Sylvia Broude
Executive Director

Andrew D. O'Toole, Esq.
O'Toole + O'Toole PLLC
*Counsel for Environment Connecticut
and Toxics Action Center*

For Highway Safety Corp., Highway
Safety Design & Fabrication Corp., and
Connecticut Galvanizing Corp.:

By:

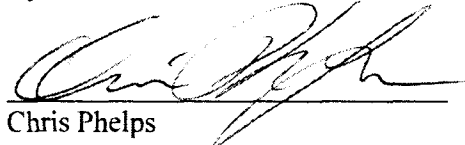
W. Patric Gregory
Chief Executive Officer, Highway
Safety Corp., on behalf of
Highway Safety Corp.,
Highway Safety Design & Fabrication
Corp., and
Connecticut Galvanizing Corp.

For Highway Safety Corp., Highway
Safety Design & Fabrication Corp., and
Connecticut Galvanizing Corp.:

David P. Friedman, Esq.
Murtha Cullina LLP
*Counsel for Highway Safety Corp.,
Highway Safety Design & Fabrication
Corp., and Connecticut Galvanizing
Corp.*

For Environment Connecticut:

By:


Chris Phelps
State Director

For Environment Connecticut and
Toxics Action Center:

Kevin P. Budris, Esq.
National Environmental Law Center
*Counsel for Environment Connecticut
and Toxics Action Center*

For Toxics Action Center:

By:

Sylvia Broude
Executive Director

Andrew D. O'Toole, Esq.
O'Toole + O'Toole PLLC
*Counsel for Environment Connecticut
and Toxics Action Center*

For Highway Safety Corp., Highway
Safety Design & Fabrication Corp., and
Connecticut Galvanizing Corp.:

By:

W. Patric Gregory
Chief Executive Officer, Highway
Safety Corp., on behalf of
Highway Safety Corp.,
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Corp., and
Connecticut Galvanizing Corp.

For Highway Safety Corp., Highway
Safety Design & Fabrication Corp., and
Connecticut Galvanizing Corp.:

David P. Friedman, Esq.
Murtha Cullina LLP
*Counsel for Highway Safety Corp.,
Highway Safety Design & Fabrication
Corp., and Connecticut Galvanizing
Corp.*

For Environment Connecticut:

By:

Chris Phelps
State Director


For Environment Connecticut and
Toxics Action Center:

Kevin P. Budris, Esq.
National Environmental Law Center
*Counsel for Environment Connecticut
and Toxics Action Center*

For Toxics Action Center:

By:

Sylvia Broude
Executive Director


Andrew D. O'Toole, Esq.
O'Toole + O'Toole PLLC
*Counsel for Environment Connecticut
and Toxics Action Center*

For Highway Safety Corp., Highway
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By:

W. Patric Gregory
Chief Executive Officer, Highway
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For Highway Safety Corp., Highway
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David P. Friedman, Esq.
Murtha Cullina LLP
*Counsel for Highway Safety Corp.,
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Corp., and Connecticut Galvanizing
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For Environment Connecticut:

By:

Chris Phelps
State Director

For Environment Connecticut and
Toxics Action Center:

Kevin P. Budris, Esq.
National Environmental Law Center
*Counsel for Environment Connecticut
and Toxics Action Center*

For Toxics Action Center:

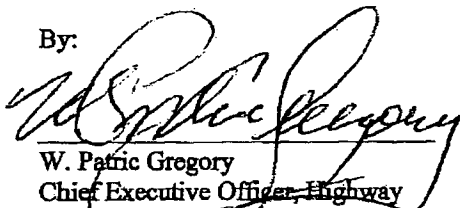
By:

Sylvia Broude
Executive Director

Andrew D. O'Toole, Esq.
O'Toole + O'Toole PLLC
*Counsel for Environment Connecticut
and Toxics Action Center*

For Highway Safety Corp., Highway
Safety Design & Fabrication Corp., and
Connecticut Galvanizing Corp.:

By:



W. Patric Gregory
Chief Executive Officer, Highway
Safety Corp., on behalf of
Highway Safety Corp.,
Highway Safety Design & Fabrication
Corp., and
Connecticut Galvanizing Corp.

For Highway Safety Corp., Highway
Safety Design & Fabrication Corp., and
Connecticut Galvanizing Corp.:

David P. Friedman, Esq.
Murtha Cullina LLP
*Counsel for Highway Safety Corp.,
Highway Safety Design & Fabrication
Corp., and Connecticut Galvanizing
Corp.*

For Environment Connecticut:

By:

Chris Phelps
State Director

For Environment Connecticut and
Toxics Action Center:

Kevin P. Budris, Esq.
National Environmental Law Center
*Counsel for Environment Connecticut
and Toxics Action Center*

For Toxics Action Center:

By:

Sylvia Broude
Executive Director


Andrew D. O'Toole, Esq.
O'Toole + O'Toole PLLC
*Counsel for Environment Connecticut
and Toxics Action Center*

For Highway Safety Corp., Highway
Safety Design & Fabrication Corp., and
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By:

W. Patric Gregory
Chief Executive Officer, Highway
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Highway Safety Corp.,
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Corp., and
Connecticut Galvanizing Corp.

For Highway Safety Corp., Highway
Safety Design & Fabrication Corp., and
Connecticut Galvanizing Corp.:



David P. Friedman, Esq.
Murtha Cullina LLP
*Counsel for Highway Safety Corp.,
Highway Safety Design & Fabrication
Corp., and Connecticut Galvanizing
Corp.*

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

ENVIRONMENT AMERICA, INC.

d/b/a ENVIRONMENT

CONNECTICUT, and TOXICS

ACTION CENTER, INC.,

Plaintiffs,

vs.

HIGHWAY SAFETY CORP.,

HIGHWAY SAFETY DESIGN AND

FABRICATION CORP., and

CONNECTICUT GALVANIZING

CORP.,


Defendants.

Civil Action No.: 3:16-cv-00066

JOINT MOTION FOR ENTRY OF CONSENT DECREE

The parties jointly move this Court to enter, after a statutorily mandated 45-day waiting period, the attached consent decree to fully settle this case. Pursuant to the Clean Water Act ("CWA"), 33 U.S.C. § 1365(c), a copy of the proposed consent decree is being sent to the U.S. Attorney General and U.S. EPA. Under that section of the CWA, the federal government has 45 days from receipt of the proposed consent decree to submit to the Court any comments it has on the decree. The parties will notify the Court when the 45-day period has expired.

Dated: August 16, 2016




Kevin P. Budris (phv08020)
kevin.budris@nelconline.org
Joshua R. Kratka (phv08019)
josh.kratka@verizon.net
National Environmental Law Center
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Boston, MA 02108
(617) 747-4304

Andrew D. O'Toole (ct-20015)
O'Toole + O'Toole PLLC
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Hartford, CT 06103
(860) 519-5805
Email: aotoole@otooleandotoole.com

David A. Nicholas (phv08100)
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(617) 964-1548
Email: dnicholas@verizon.net

*Counsel for Plaintiffs Environment
Connecticut and Toxics Action Center*



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dfriedman@murthalaw.com
Patricia L. Boye-Williams - ct29550
pboyewilliams@murthalaw.com

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and

Murtha Cullina LLP
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Stamford, Connecticut 06901
Tel.: 203.653.5400
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David B. Losee – ct07214
david@loseelaw.com
David B. Losee, LLC
1028 Boulevard
West Hartford, CT 06119
Tel.: 860-707-3215
Fax.: 860-321-2012

*Counsel for Defendants Highway Safety
Corp., Highway Safety Design &
Fabrication Corp., and Connecticut
Galvanizing Corp.*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 16, 2016, the foregoing was filed through the CM/ECF system of the U.S. District Court, District of Connecticut, which will transmit a true and correct electronic copy of the foregoing to all parties by operation of the Court's electronic filing system or by mail to anyone not registered to accept electronic filing.

/s/ Kevin P. Budris
Kevin P. Budris (phv08020)
National Environmental Law Center
294 Washington Street, Suite 500
Boston, MA 02108
(617) 747-4304
kevin.budris@nelconline.org